

“ADVERTISEMENT FOR BIDS”

Sealed bids will be received for the State of Louisiana by the Purchasing Department of The University of Louisiana Monroe, Administration Building 1-29, 700 University Avenue, Monroe, LA 71209-2250 until 2:00 P.M., **Tuesday, May 31, 2010.**

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE PURCHASING DEPARTMENT OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

FOR: **Malone Stadium Football Field Drainage Improvement**

BID NUMBER: 50006-288

Complete Bidding Documents may be obtained from: the Director of Purchasing, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318/ 342-5218 or the State of Louisiana LaPac page: <http://wwwsrch2.doa.louisiana.gov/osp/lapac/pubmain.asp> by using Bid No.50006-288.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Facility Planning and Control Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. The Bid Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD, THURSDAY, JUNE 3, 2010 AT 10:00 AM, AT MALONE STADIUM NORTH ENDZONE, 308 WARHAWK DRIVE, MONROE LA 71209.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 for classification of **General Contractor**. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.”

STATE OF LOUISIANA
THE UNIVERSITY OF LOUISIANA MONROE
MONROE, LOUISIANA
A Member of the University of Louisiana System

INVITATION TO BID
FOR
MALONE STADIUM FOOTBALL FIELD DRAINAGE IMPROVEMENT

ISSUING AGENCY: The University of Louisiana Monroe
Purchasing Department
700 University Avenue
Monroe, LA 71209

DIRECTOR OF PURCHASING: Larry Estess
PROCUREMENT MANAGER 1: Susie Clay
Telephone: 318 342 5209
REQUISITIONED BY: Jason Roubique
Telephone: 318 342 5171

RELEASE DATE: Tuesday, May 18, 2010
BID OPENING DATE: Tuesday, June 22, 2010
BID OPENING TIME: 2:00 p.m., Central Time
BID OPENING LOCATION: The University of Louisiana Monroe
Purchasing Department
Administration Building 1-29
700 University Avenue
Monroe, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is in printed form by submitting a written request to the Procurement Manager listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. ULM is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

Definitions:

“Alternate” A specified item of construction that is set apart by a separate sum. An alternate may or may not be incorporated into the contract sum at the discretion of the owner at the time of contract award.

“Base Bid” The mount of money stated in the bid as the sum for which the bidder offers to perform the work described in the bidding documents, prior to the adjustments for alternate bids but including any unit prices.

“Bid” A complete signed proposal to perform work or a designated portion for a stipulated sum. A bid is submitted in accordance with the bidding documents, **is evaluated on price alone and is not subject to qualification.**

“Bidder” An entity or person who submits a bid for a prime contract with the owner. A bidder is not a contractor on a specific project until a contract is signed between the bidder and the owner.

“Bid Form” A form provided to the bidder on which to submit his bid.

“Bid Security” A bid bond or deposit submitted with a bid to guarantee to the owner that the bidder, if awarded the contract, will execute the contract within a specified period of time and will furnish any bonds or other requirements of the bidding documents.

“Bidding Documents” Documents usually including advertisement, bid notice or invitation to bidders, instructions to bidders, bid form, form of contract, forms of bonds, conditions of contract, drawings, specifications addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.

“Owner” The public entity issuing the bid.

"Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.

"Public work" Means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.

“Unit Price” The amount stated in a project bid representing the price per unit of materials and/or services.

<p align="center">Notice To Vendors</p> <p align="center">This Is Not An Order. It Is Merely A Request For Prices</p>	<p align="center">THE UNIVERSITY OF LOUISIANA AT MONROE Monroe, Louisiana REQUEST FOR QUOTATION</p> <p align="center"><u>ATHLETIC FACILITIES</u> Department</p>	<p align="center">18-May-10</p>	<p>Date and Time by Which Quotation Must be Returned 02:00 PM, Central Time June 22, 2010</p>
<p>Name and Address of Vendor (Firm or Individual), PLEASE COMPLETE BEFORE RETURNING</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		<p>TO THE VENDOR: To be returned on or before date specified above to:</p> <p>THE UNIVERSITY OF LOUISIANA AT MONROE PURCHASING DEPARTMENT 700 UNIVERSITY AVENUE, ADMIN. BLDG. 1-29 MONROE, LOUISIANA 71209-2250</p> <p>NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES</p> <p>THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u></p>	
<p align="center">INSTRUCTIONS TO BIDDERS:</p> <ol style="list-style-type: none"> READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. THIS BID IS TO BE MANUALLY SIGNED IN BLUE INK. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LIST SEALED BIDS MUST BE RECEIVED AT THE DATE AND TIME AS SPECIFIED ABOVE AND DELIVERED TO THE PURCHASING DEPARTMENT, ADMINISTRATION BUILDING 1-29, 700 UNIVERSITY AVE, MONROE LA 71209. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER. ALL ITEMS WILL BE AWARDED TO ONE VENDOR WITH THE PROPER STATE OF LOUISIANA LICENSE. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. <u>COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL</u> IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. <p>For questions regarding this bid, please contact <u>Susie Clay</u> at 318/342-5209.</p>			
<p>TO THE VENDOR:</p> <p>BID BOND OF 5% REQUIRED FOR THIS BID</p> <p>_____ BID BOND ATTACHED \$</p> <p>_____ CERTIFIED CHECK ATTACHED \$</p> <p>PERFORMANCE BOND WILL BE REQUIRED</p> <p>LOUISIANA CONTRACTORS LICENSE #</p> <p>MANDATORY PRE-BID - THURSDAY, JUNE 3, 2010</p> <p>RELEASE SOLICITION -05/18/2010</p> <p>DEADLINE TO RECEIVE INQUIRIES - 06/10/10</p> <p>DEADLINE TO ANSWER INQUIRIES - 06/17/2010</p>		<p align="center">THIS QUOTATION IS SUBMITTED BY</p> <p>Name of Vendor (Firm or Individual) _____</p> <p>Signature _____</p> <p>Name (Printed) _____</p> <p>Telephone # _____</p> <p>Fax # _____</p> <p>Title _____</p> <p>Quote # _____</p> <p>Date Submitted _____</p>	

INSTRUCTIONS TO BIDDERS

ARTICLE 1

DEFINITIONS

- 1.1 The Bidding Documents include the following:
1. Advertisement for Bids.
 2. Instructions to Bidders.
 3. Bid Form
 4. Contract between Owner and Contractor.
 5. Performance and Payment Bond.
 6. Affidavit of Compliance with Act 38, 1965 Louisiana State Legislature.
 7. General Conditions of the Contract for Field Drainage Improvement
 8. Supplementary (and amended General) Conditions.
 9. Divisions of the Technical Specifications.
 10. Addenda issued during bid period. (by Owner and acknowledged in bid form)
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

ARTICLE 2

BIDDER'S REPRESENTATION

- 2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.
- 2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
- 2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under Louisiana Revised Statute 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.
- 2.4 Each bidder submitting a bid understands that ULM's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

ARTICLE 3

BIDDING PROCEDURES

- 3.1 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.
- 3.2 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.

- 3.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the receipt of bids. However, written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.
- 3.4 Bids are to be sealed and will be received until the time specified and at the place specified in the advertisement for bids. It shall be the specific responsibility of the Bidders to deliver sealed bids to The University of Louisiana at Monroe at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason including late delivery by the United States Mail shall disqualify the bid.
- 3.5 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.
- 3.6 **Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates.** The bid security shall be in the form of a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in Louisiana, accompanied by appropriate power of attorney and in favor of The University of Louisiana at Monroe.
- 3.7 All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid.
- 3.8 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- 3.9 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 3.10 Prior to the issuance of a purchase order the successful bidder must submit the following items to the Purchasing Department:
- a. Notarized affidavit
 - b. Contract
 - c. Insurance Certificate
 - d. Proof of filing of Performance and Payment Bond with Power of Attorney, if Public Works, and,
 - e. Resolution, if incorporated.

ARTICLE 4

EXAMINATION OF BIDDING DOCUMENTS

- 4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

ARTICLE 5

SUBSTITUTIONS

- 5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

MANUFACTURER'S NUMBERS OR TRADE NAMES:

- 5.2 Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. The University of Louisiana at Monroe shall be sole judge as to whether or not the material is equal to that specified.

ARTICLE 6

REJECTION OF BIDS

- 6.1 The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

ARTICLE 7

AWARDS

- 7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

PUBLICIZING AWARDS

- 7.2 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

RIGHT TO PROTEST

- 7.3 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

AUTHORITY TO RESOLVE PROTESTS:

- 7.4 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

ARTICLE 8

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 8.1 Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 100% of the contract price. Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.
- 8.2 The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

RECORDING OF BOND AND CONTRACT

- 8.3 The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Ouachita Parish and provide the Purchasing Department with proof of filing.

ARTICLE 9

PAYMENT

- 9.1 Payment will be made by The University of Louisiana Monroe.
- 9.2 The contractor will be required to provide a Clear Lien Certificate from the Ouachita Parish Clerk of Court, a process that may take an average 45 days for final payment.

ARTICLE 10

TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

ARTICLE 11

GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by The University of Louisiana at Monroe.

ARTICLE 12

CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The

Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.

- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of \$30,000 per project. When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

SUPPLEMENTARY CONDITIONS

ARTICLE 1

CONTRACTOR

CONTRACTOR'S LICENSE

- 1.1 On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.

CONTRACTOR'S AFFIDAVIT

- 1.2 In accordance with the Louisiana R.S. 38:2190 - 2220, if the Contract is awarded to the successful Bidder, the bidder shall, at the time of the signing of the Contract, execute the AFFIDAVIT included in the Contract Documents.

INTEREST

- 1.3 There shall be no payment of interest on money owed.

ARTICLE 2

PAYMENTS AND COMPLETION

SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Ouachita Parish.

FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Ouachita Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars Per Day are listed in the PROPOSAL FORM

ARTICLE 3

INSURANCE

INSURANCE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. **The cost of such insurance shall be included in the Contractor's bid.**

A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

C. **BUILDER'S RISK COVERAGE**

A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "ALL RISK" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas-Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to Louisiana-Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk Insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include and endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of The University of Louisiana at Monroe and State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, and employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of “**A- VI or higher**”. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by The University of Louisiana at Monroe before work commences. The University of Louisiana at Monroe reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 4

QUALITY

STANDARD OF QUALITY

- 1.1 Where catalog numbers and/or manufacturer's names are referred to in the specifications, they are used for the purpose of conveying to the prospective bidders the type and design of equipment, or supplies desired; but it shall be understood that bidders may submit on other makes in lieu of that mentioned, providing such other item is similar in design and equal in quality. It is not expected that the items of all manufacturers shall conform exactly to every detail and dimension mentioned in the specifications; but the essential features of the items mentioned shall be provided in the items to be furnished.

DIVISION 1 - GENERAL REQUIREMENTS

A. *Malone Stadium Football Field Drainage Improvement Project*

- The University of Louisiana at Monroe (ULM) seeks bids from qualified, licensed contractors to complete concrete and drainage work at ULM's Malone Football Stadium Field, located at 308 Warhawk Way, Monroe, LA 71209. The details and scope of work are fully described in the construction specifications and drawings that are attached.
- Contractor shall coordinate all work with the University's project manager and with the engineering firm, Lazenby & Associates.
- Contractor shall be responsible for verifying all existing conditions and all dimensions / measurements. This information when provided in the bid documents is for general informational purposes only. The contractor shall field verify all necessary conditions and dimensions prior to submitting a bid.
- Contractor shall submit any requests for a product to be an approved equal at least fourteen (14) days prior to the bid date. All approved equals shall meet or exceed the original specification.
- Contractors planning to submit a bid MUST attend the MANDATORY pre-bid meeting. The pre-bid meeting will be held on Thursday, June 3, 2010 at 10:00 AM at Malone Stadium Football field in the north endzone. In the event of inclement weather we will meet inside of Malone Stadium in the lobby near the front entrance.
- Contractor shall complete the entire job by July 30, 2010. Liquidated damages shall apply at a rate of \$500 per day for each day required beyond the ninety day timeframe.
- Contractor shall schedule all work in cooperation with the ULM Director of Facilities Management. The University may possibly be using the fields during the construction time and it will be important to carefully coordinate the work.
- Contractor shall repair and restore any and all damage to existing facilities and / or fields. Contractor shall carefully document all pre-existing damage to the University prior to commencing work. Contractor shall pay special attention not to operate heavy equipment to avoid damaging existing facilities.
- Contractor shall ensure that all work completed is in compliance with all applicable codes, rules, laws, etc.
- Contractor shall provide an as built drawing at the completion of the job to the University. This drawing shall show the exact location of all new components that are completed as part of the project.
- Additionally the contractor shall submit to the University a copy of all approved submittals, operation & maintenance manuals, warranty documents, etc. at the completion of the project.

B. LAWS, RULES AND REGULATIONS

1. Contractor shall comply with all applicable federal, state, local and University laws, ordinances, rules and regulations and shall: furnish and pay for all required permits, licenses and bonds; pay all charges and fees, and give all notices necessary and incidental to the due and lawful work required under this project.

C. ALTERNATES

1. Deduct cost of doing only one side of the stadium improvements.

D. SITE INSPECTIONS AND PROJECT MEETINGS

1. Site Inspections

Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

2. Pre-Work Conference

Prior to the Contractor beginning any work on this project, the University will conduct a Pre-Work Conference to review and approve the Contractor's work schedule and inform the Contractor of any special conditions, controls and regulations that apply to the project.

E. TEMPORARY FACILITIES AND CONTROLS

1. Safety Conditions

The Contractor shall post adequate warning signs and maintain safety lights as required to warn persons of hazardous conditions.

2. Security

The Contractor shall be responsible for security of his equipment, materials, etc., at the project site for the duration of the contract.

F. MATERIAL AND EQUIPMENT

1. Transportation and Handling

The Contractor shall provide for all transportation and handling required for the work on this project.

2. Storage and Protection

The Contractor shall be responsible for storage and protection of equipment and materials. The Contractor shall Protect all property of the Owner, and shall repair same, if damaged.

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. _____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. 50006-288 For The University of Louisiana at Monroe

Purpose of Contract: Malone Stadium Football Field Drainage Improvement

Pre-Bid Conference

Where: Malone Stadium Football Field, North Endzone, 308 Warhawk Way, Monroe, LA 71209
When: June 3, 2010
Time: 10:00 a.m.

This signed statement certifies that the vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

Vendor's Company Name

ULM Project Name

Vendor's Signature

ULM Representative

Present this form to Project Manager at Pre-Bid Conference. Return this signed form with your bid response.

LIQUIDATED DAMAGES:

The undersigned agrees that the Owner may retain the sum of Five hundred dollars (\$500) from the amount of the Compensation to be paid him for each day after the above stated completion date, Sundays and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of Liquidated Damages which the Owner will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.

If this proposal shall be accepted and the undersigned shall fail to execute the contract and furnish performance bond as herein provided, then the proposal guarantee shall become the property of the University; otherwise, the said proposal guaranty shall be returned to the undersigned.

Bidder certifies that he has visited the job site at The University of Louisiana at Monroe, and is fully aware of what is expected of the successful bidder (s).

Louisiana Contractor's License Number

Firm Name`

Authorized Signature

Title

Phone/Fax Numbers

Date

STATE OF LOUISIANA
PARISH OF OUACHITA

NAME _____
LOCATION _____

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared _____ representing who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2220 of Part II of Chapter 10 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 200____.

Signature of Notary: _____

The University of Louisiana at Monroe
Monroe, Louisiana

This Agreement, made and executed, on this _____ day of the month _____ in the year of our Lord, TWO THOUSAND and EIGHT, by and through _____, The University of Louisiana at Monroe, the Party of the First Part, and hereinafter designated as "University" and _____, Contractor, domiciled and doing business in _____, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the University, project entitled _____, in strict accordance with the Plans and Specifications which are on file in the Purchasing Department at The University of Louisiana at Monroe. The bid on this project, numbered _____, was opened on _____, at _____. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$_____.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

Performance will begin _____

The University of Louisiana at Monroe

BY: _____

TITLE: _____

BY: _____

TITLE: _____

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: University of Louisiana Monroe
Purchasing Department
700 University Avenue
Monroe, LA 71209

BID FOR: Malone Stadium Football Field Drainage Improvement
Bid No. 50006-288

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Lazenby & Associates, Inc. /The University of Louisiana at Monroe and dated: May 17, 2010

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:**

No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____

No. ____ Dated: _____ No. ____ Dated: _____ No. ____ Dated: _____

BASE BID: For all work required by the Bidding Documents (including any and all unit prices but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates.

Alternate No. 1 – Deduct from cost for doing only one side of the stadium improvements:

_____ Dollars (\$ _____)

TOTAL BID: Base Bid plus Alternates, if applicable, listed above:

_____ Dollars (\$ _____)

NAME OF FIRM OR JOINT VENTURE: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

AUTHORIZED SIGNATURE OF BIDDER *: _____

DATED: _____

* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

BID BOND
FOR
Malone Stadium Football Field Drainage Improvement

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____,
as Principal, and _____, as Surety,
are held and firmly bound unto the _____
(Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all
alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by
these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial
Management Service list of approved bonding companies as approved for an amount equal to or greater
that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance
company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety
qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders'
surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this
Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power
of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith
submitting its proposal to the Obligee on a Contract for:

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within
such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to
secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee,
then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

SECTION 01 10 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 GENERAL

- A. The work of this Contract is generally described in this section and further specified in following individual sections. The Drawings include information about the existing site improvements as well as proposed new construction requirements.
- B. The Contractor shall perform the Work complete, in place, and ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.
- C. The Contractor shall furnish and install all materials which are reasonably and properly inferable and necessary for the proper completion of the Work, whether specifically indicated in the Contract Documents or not.
- D. The Contractor shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work.
- E. Excavations shall not remain open overnight, without the permission of the Engineer.

1.2 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, tools, services, supervision and incidentals required to complete the work as shown on the Drawings and specified herein.
- B. The Work includes, but is not necessarily limited to, the following:
 - 1. Demolition of portions of existing concrete junction boxes
 - 2. Construction of new catch basin tops
 - 3. Concrete pavement to form a drainage swale
 - 4. Grading of existing aggregate base courses
- C. Any part or item of the Work which is reasonably implied or normally required to make each installation satisfactorily and completely operable shall be performed by the Contractor and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the various items of Work. It is the intent of the Contract Documents to provide the Owner with complete operable systems, subsystems, and other items of Work. All miscellaneous appurtenances and other items or Work that are incidental to meeting the intent of these Contract Documents shall be considered as having been included in the applicable unit prices or lump sum prices bid for the various items of Work even though these appurtenances and items may not be specifically called for in the Specifications or shown on the Drawings.
- D. The Contractor shall comply with all City, State, Federal and other codes which are applicable to the proposed work.

1.3 WORK SEQUENCE

- A. Construct work in stages to accommodate the use of the premises during the construction period; coordinate the construction schedule and operations with the Engineer.

- B. Construct the work in stages to provide for public convenience. Do not close off public use of facilities without the consent of the Owner.

1.4 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of premises with the Owner.
- B. Contractor shall assume full responsibility for security of all materials and equipment stored on the site under this Contract, including those items salvaged and stored by contractor for later delivery to Owner.
- C. If directed by the Owner, move any stored items, which interfere with operations of Owner.
- D. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

PART 2 PRODUCTS (NONE THIS SECTION)

PART 3 EXECUTION (NONE THIS SECTION)

END OF SECTION

SECTION 01 32 13

CONSTRUCTION SEQUENCE

PART 4 GENERAL

4.1 GENERAL

- A. Some areas of construction under this contract must be coordinated with the Owner and accomplished in a logical order to allow construction to be completed within the time allowed by the Contract Documents. Contractor will also coordinate his activities with the other contractors, if any, to allow orderly and timely completion of all the work.
- B. The Owner will have the responsibility of removing the existing synthetic turf surfacing and underlying drainage mat in order to provide the Contractor with an adequate working area to complete the Work.
- C. In order to minimize disruption to existing facilities, Contractor shall complete all work on the western (home) side of the football field prior to starting work on the eastern (visitor) side of the field.
- D. No work shall be done between 6:00 p.m. and 7:00 a.m., nor on Saturdays or Sundays or legal city holidays except with the written permission of the Owner. Normal working hours shall be considered 40 hours per week, Monday through Friday, eight (8) hours each day. Contractor shall submit a request to work outside of normal working hours to the Owner 72 hours in advance of such work. Emergency work may be accomplished without obtaining prior permission. The Contractor shall pay the expenses for extra inspection (extra inspection is defined as anything over 40 hours per week) at the rate given in the Owner's Contract with the Engineer for Resident Inspection Services, for each hour of inspection required for work outside normal working hours due to an emergency situation, when the Contractor was not scheduled to work, or for reasons requiring an extension to the contract time. The charges for the extra inspection shall be deducted from the Contractor's invoice. The Contractor will not be required to pay the expenses for extra inspection when specific allotted work times are required as directed within these specifications.

4.2 CONSTRUCTION SCHEDULE

- A. The Contractor shall develop a schedule in order to complete the project within the contract time allotted.
- B. The construction schedule shall adhere to the following general guidelines:
 - 1. Once the Owner has removed the existing turf from the working area, the Contractor shall expose and demolish tops of existing junction boxes to facilitate construction of new concrete tops.
 - 2. After completion of new tops at area drains, Contractor shall remove existing aggregate base material as required to construct new concrete swale to the lines and grades required.
 - 3. Upon completion of the concrete swale, Contractor shall regrade existing aggregate base course and leveling course within work area to a uniform surface.
 - 4. Upon completion of the required new construction, the Owner will reinstall the existing synthetic turf and drainage mat.
- C. Prior to commencing construction activities, the Contractor shall perform an inspection, including video/audio recording and written descriptions, of the project site and adjacent private properties and structures that may be subjected to damage resulting from construction activities. This inspection

data shall be used to ensure that the project site and adjacent private properties are properly restored following construction activities.

END OF SECTION

SECTION 32 61 13

MISCELLANEOUS WORK AND CLEANUP

PART 5 GENERAL

5.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to do the miscellaneous work not specified in other sections but obviously necessary for the proper completion of the work as shown on the Drawings.
- B. When applicable the Contractor shall perform the work in accordance with other sections of this Specification. When no applicable specification exists the Contractor shall perform the work in accordance with the best modern practice and/or as directed by the Engineer.
- C. The work of this Section includes, but is not limited to, the following:
 - 1. Protection and/or removal and reinstallation of signs, lampposts and mailboxes.
 - 2. Crossing and relocating existing utilities.
 - 3. Restoring of roadways and pavement.
 - 4. Protection and bracing of utility poles.
 - 5. Restoring easement and right-of-ways.
 - 6. Temporary facilities.
 - 7. Cleaning up.
 - 8. Incidental work.
- D. The Contractor's bid price shall include costs associated with this Section. The work specified herein is not shown on the Contract Drawings. It shall be the Contractor's responsibility to develop his/her costs for this work based on site/field investigations prior to the bid.

PART 6 PRODUCTS

6.1 MATERIALS

- A. Materials required for this Section shall be the same quality of materials that are to be restored. Where possible, the Contractor may re-use existing materials that are removed and acceptable for reuse.

PART 7 EXECUTION

7.1 RESTORATION AND REPLACEMENT OF SIGNS, LAMPPOSTS AND MAILBOXES

- A. Existing signs, lampposts and mailboxes which may be damaged by the Contractor or removed by the Contractor during the course of installing the new pipelines shall be reinstalled in a vertical position at the same location from which they were removed. Damaged items shall be replaced with an item equal to or better than the damaged items. A concrete anchor shall be provided as necessary, at no additional cost, to ensure a rigid alignment. Care shall be exercised in the reinstallation of all items to prevent damage to the newly installed pipelines.

7.2 CROSSING AND RELOCATING EXISTING UTILITIES

- A. The Contractor shall furnish all labor, materials, equipment, and incidentals required in crossing and/or relocating culverts; water courses, including brooks and drainage ditches; storm drains; sewers; water mains; and other utilities and obstructions including, but not limited to, electric, telephone and gas services. This work shall include, but is not limited to, the following: bracing, hand excavation and backfill, sheeting and shoring, dewatering, compaction, restoration, location and protection of existing utilities, erosion and sedimentation control, traffic control, clean-up, and all else incidental thereto for which separate payment is not provided under other items in the Bid Form.
- B. In locations where existing utilities cannot be crossed without interfering with the construction of the work as shown on the Drawings, the Contractor shall remove and relocate the utility as directed by the Engineer or cooperate with the utility companies concerned if they relocate their own utility.
- C. At pipe crossings and where designated by the Engineer, the Contractor shall furnish and place compacted granular bedding material so that the existing utility or pipe is firmly supported for its entire exposed length. The bedding shall extend to the mid- diameter of the pipe crossed.

7.3 RESTORATION OF ROADWAYS AND PAVEMENT

- A. The Contractor shall repair and/or replace existing roadways disturbed by the construction. Paved drives shall be repaved to the limits and thicknesses existing prior to construction. Gravel drives shall be replaced and regraded to the limits and thicknesses existing prior to construction.

7.4 PROTECTION AND BRACING OF UTILITY POLES

- A. The Contractor shall be responsible for making all arrangements with the proper utility companies for the bracing and protection of all utility poles that may be damaged or endangered by the Contractors operations. Work under this item shall include the related removal and reinstallation of guy wires, or support poles whether shown on the Drawings or not.

7.5 RESTORING EASEMENTS AND RIGHT-OF-WAYS

- A. The Contractor shall be responsible for all damage to private property due to his operations. The Contractor shall protect from injury all walls, fences, cultivated shrubbery and vegetables, fruit trees, pavement, underground facilities, such as water pipe, or other utilities which may be encountered along the route. If removal and replacement are required, it shall be done in a workmanlike manner so that replacement is equivalent to that which existed prior to construction.
- B. Existing lawn and sod surfaces damaged by construction shall be regraded and reseeded. These areas shall be maintained and reseeded, if necessary, until all work under this Contract has been completed and accepted. Any additional work required to restore property to the original condition shall be performed by the Contractor.
- C. Existing trees, shrubs, plants, and bushes outside of easements shall be fully protected during construction.

7.6 TEMPORARY FACILITIES

- A. The Contractor shall furnish, install, maintain and remove all temporary facilities required for the proper completion of the Contract as shown on the Drawings and as specified herein.

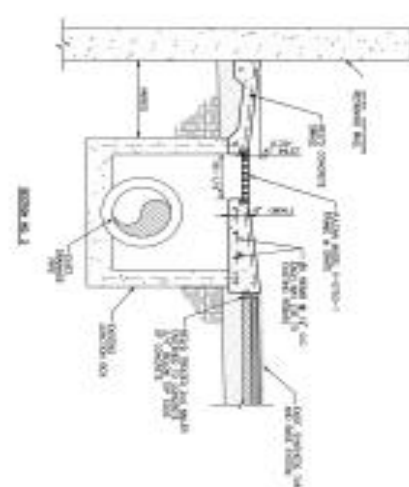
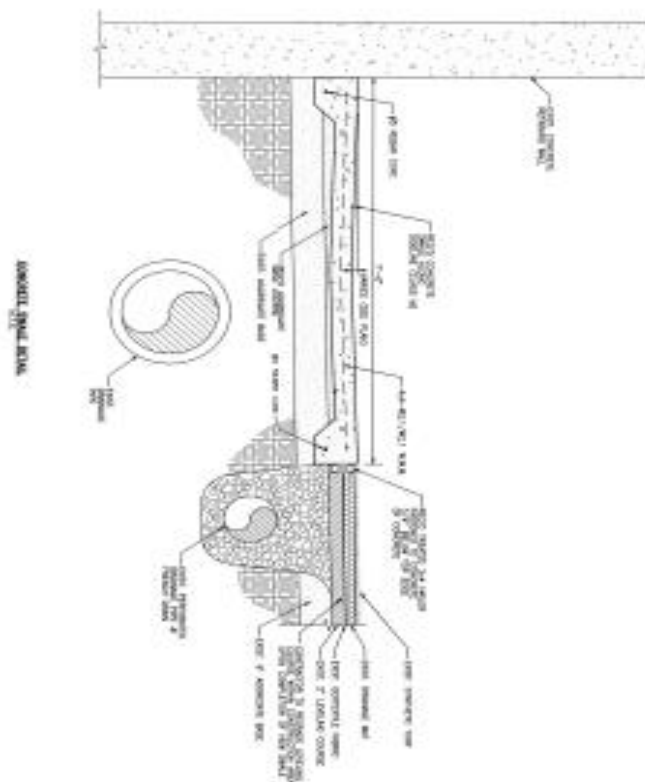
7.7 CLEANING UP

- A. The Contractor shall remove all construction material, excess excavation, buildings, equipment and other debris remaining on the job as a result of construction operations and shall restore the site of the work to a neat and orderly condition.

7.8 INCIDENTAL WORK

- A. The Contractor shall perform all incidental work not otherwise specified, but obviously necessary, for the proper completion of the Contract as shown on the Drawings and as specified herein.

END OF SECTION



CONCRETE SWALK DETAILS
**ULM FOOTBALL STADIUM
 DRAINAGE IMPROVEMENTS**
 401 200 CAMPUS OF
 UNIVERSITY OF LOUISIANA - MONROE
 MONROE, LOUISIANA



**LAZENBY
 & ASSOCIATES, INC.**
 CONSULTING ENGINEERS & LAND SURVEYORS
 3004 HIGHTS 7TH STREET WEST MONROE, LOUISIANA 70132-1270



DESIGNED BY: J.T.T.
 CHECKED BY: S.M.C.
 DRAWN BY: J.T.T.
 CHECKED BY: S.M.C.
 DATE: 06/09/09
 SCALE: 1/4" = 1'-0"
 SHEET NO. 1 OF 1